

RESTATED ROADWAY EASEMENT AND MAINTENANCE AGREEMENT

This RESTATED ROADWAY EASEMENT AND MAINTENANCE AGREEMENT for "Thompson Hills Estates" made and entered into this 10 day of May, 2015, by and between Patrick L. Thompson, and Marlene L. Thompson, married, 7100 Green Street SW, New Amsterdam, IN 47110, hereinafter referred to as Sellers, and Phillip and Lori Kohn, married, 492 Tobacco Road, Vine Grove, KY 40175, owners of lot 21C, hereinafter referred to as Lot 21C Owners, and

RECITALS:

A. The Sellers herein own fee simple title in and to certain tracts of land located at or near 568 Rabbit Run Road, Vine Grove, KY 40175. Identified as being Lots 1C, 2C, 3C, 4C, 5C, 6C, 7C, 8C, 9C, & 10C of the Restated Record Plat of Thompson Hills Estates by Harned Auctioneers, LLC, recorded in Plat Cabinet 7 Slide 318 of the Meade County Clerk's Office the same being a portion of the property acquired by Seller by virtue of those certain Deeds of record in DB 253, P 159, DB 308, P 67, DB 312 P 60, DB 363, P 222, DB 423, P 159 & DB 498, P 357 of record in the Office of the Clerk of Meade County, Kentucky. Lot 21C Owners own fee simple title in and to a certain tract of land which is a part of Thompson Hills Estates by Harned Auctioneers, LLC and is located at 492 Tobacco Road, Vine Grove, KY 40175 which lot is identified as Lot 21C of the Restated Record Plat of Thompson Hills Estates by Harned Auctioneers, LLC, recorded in Plat Cabinet 7 Slide 318 of the Meade County Clerk's Office the same being all of the property acquired by Lot 21C Owners by virtue of the Deed of record in DB 535, P 607 and by Deed of record in DB 621, P 333 both of record in the Office of the Clerk of Meade County, Kentucky. Lots 1C, 2C, 3C, 4C, 5C, 6C, 7C, 8C, 9C, 10C, & 21C are collectively hereinafter referred to as the "Property".

B. The Sellers previously recorded a Road Maintenance Agreement which can be found in Miscellaneous book 7, Page 601 and previously recorded an Amended Road Maintenance Agreement of Thompson Hills Estates which can be found in Miscellaneous Book 14, Page 97, which are both recorded in the office of the Clerk of Meade County, Kentucky (hereinafter referred to as "Previous Road Agreements") which they desire to declare void and replace their terms with the terms of this Agreement. The Previous Road Agreements provide a roadway over an area hereinafter referred to as "Previous Roadway".

C. The Sellers and Lot 21C Owners desire to create and establish a roadway easement primarily serving Lots 1C, 2C, 3C, 4C, 5C, 6C, 7C, 8C, 9C, 10C, & 21C and which the roadway easement is more particularly described upon the aforementioned Plat, being designated thereon as Roadway Easement (hereinafter referred to as the "Roadway Easement").

NOW, THEREFORE, in consideration of the premises recited above, the Sellers and Lot 21C Owners, being the sole owners of the Property and parties hereto, do hereby create and otherwise establish the Roadway Easement as shown on the aforesaid Plat, and do hereby impose the

following covenants, conditions, agreements and stipulations concerning said Roadway Easement and the property served thereby in order to assure and make provision for the future use and maintenance thereof by the owners of the Lots comprising the Property, and their respective heirs, successors and assigns, as follows:

1. The Previous Road Agreements are hereby declared null and void and shall be replaced with the terms of this agreement. The Previous Roadway takes a slightly different route than the Roadway Easement provided herein. Lot 21C Owners hereby quitclaim and relinquish any right they may have in the area covered by the Previous Roadway that is not encompassed by the Roadway Easement provided herein.
2. That the Roadway Easement is hereby created and established for the free, unimpeded and unobstructed ingress, egress and access from Rabbit Run Road to the Lots served by this Roadway Easement, the same being Lots 1C, 2C, 3C, 4C, 5C, 6C, 7C, 8C, 9C, 10C, & 21C, as shown upon the aforementioned Plat (the "Lots"), all for the use and benefit of the present and future owners and occupants of the Lots, their respective guests and invitees, and the public.
3. That the rights in and to such Roadway Easement shall be joint among the owners of the Lots served thereby, with no individual Lot having any greater interest than the remaining Lots.
4. Each of the Lots included in this Division served by the Roadway Easement shall be subject to an annual maintenance charge of \$175.00 per year. The charge shall become due and payable first upon delivery of deed by Sellers and again on January 1st of each year thereafter. It is the intention of the Sellers that each new Lot owners pay the maintenance charge first on delivery of deed and next on the following January 1st each and every January 1st thereafter. Each household established on a Lot above one, shall count as an additional Lot for road assessment purposes. Lot 21C Owners shall pay their first maintenance charge on January 1, 2016.
5. The Auctioneer, Billy Frank Harned, shall act as the Improvement Committee (hereinafter "Committee") and shall have all the powers and duties of the Committee. Upon delivery of 90% of the deeds to the Lots on the plat, referenced above, sold at auction, the Auctioneer shall appoint at least 3 Lot owners of the division of land to serve for two (2) years as Trustees of the Committee, one of which shall be appointed by the Auctioneer as Chairperson of the Committee. The Auctioneer will thereafter assign all rights and responsibilities hereunder to the Committee. The Auctioneer shall have no further liability, right or responsibility hereunder to the Committee.
6. The Committee shall exercise those duties and functions set forth in this Agreement. The Committee shall make reasonable rules and regulations for its operation and election of Trustees and may employ such agents as will enable it to carry out provisions of this agreement. The rules and regulations shall be approved by at least 51% of the Lot owners subject to this agreement. Each Lot owner shall have one vote for each Lot owned. Any vacancy on the Committee shall be filled by a majority vote of Lot owners as provided by

- rules adopted for the Conduct of Business of the Committee. In order to amend the maintenance charge at least 51% of the Lot owners shall petition the Trustees for such an increase or decrease and the Trustees may take whatever action they deem appropriate. The Committee may take action to enforce any part of this agreement through its Chairperson.
7. By accepting delivery of a deed, every person purchasing or acquiring said property or a Lot or division thereof consents to the jurisdiction and venue of the appropriate civil court in Meade County, Kentucky and consents to all provisions of this Agreement. Non-payment of a fee by any Lot owner of record shall entitle the Committee to file a lien on the particular Lot in question, said lien bearing interest at the legal interest rate then prevailing. The lien shall remain in full force and effect for a period not to exceed fifteen years unless sooner paid. If legal action becomes necessary to enforce any provision of this agreement, including the collection of the maintenance charge, a reasonable attorney's fee not to exceed thirty-three and one-third percent (33-1/3%) of all sums due shall be collected by suit or otherwise for all sums thirty (30) days past due which have been placed for collection in the hands of an attorney.
8. The Committee shall collect and apply the funds arising from maintenance charges towards construction and maintenance expenses incurred for, but not limited to, the following purposes:
- a.) For improving, cleaning, and maintaining of the Roadway Easement to the public road maintained for the general use of the owners and occupants of land described in the Property.
 - b.) For the operation and maintenance of any storm water drains now or hereinafter constructed on said Lots and the mowing and cleaning of the road right of way; and
 - c.) For legal expenses and costs in the enforcement of street damage or any matter affecting the Roadway Easement, providing access to the Lots described herein.
9. The Committee need not duplicate and is not obligated to provide any service provided by some public or governmental agency or authority.
10. The terms and conditions of this Restated Roadway Easement and Maintenance Agreement are perpetual and shall be covenants running with the land.
11. Any public utility that has been granted a utility easement on the above mentioned plat shall further have an ingress and egress easement upon the Roadway Easement to access, construct and maintain any utilities on any utility easement. No gates, cables or other obstruction shall be placed across Roadway Easement.
12. The aforesaid Roadway Easement may be dedicated to public use upon affirmative written approval of at least 75% of the Lot owners, upgrading of the Roadway Easement by the


Lot owners to Meade County public road standards and subject to approval of the Meade County Fiscal Court. A Lot owner is considered any owner that is required to pay the \$175.00 annual road maintenance fee as set out Paragraph 4 above.

13. Each Lot owner and/or any utility company providing a Lot owner utility service, shall have a utility easement over or under the Roadway Easement. Any damages to the Roadway Easement that are caused by the installation of utilities shall be repaired to its original condition. No utility shall be installed in the area between 36 inches below the lowest ground level point of the Roadway Easement at the point of crossing and 14 feet above the ground level of the Roadway Easement at the point of crossing. The utility easement for the Roadway Easement shall only be used to cross the Roadway Easement and shall not be used to place utilities along the length of Roadway Easement.

IN TESTIMONY WHEREOF the Sellers and Lot 21C Owners have hereunto subscribed their name on the day and date first above written.


BY: Patrick L. Thompson, Individually - Seller

BY: Philip Kohn, Individually – Owner Lot 21C


BY: Marlene L. Thompson, Individually – Seller

BY: Philip Kohn, Individually - Owner Lot 21C

State of Kentucky
County of Nelson

I, Debra Benson, a Notary Public, in and for the state and county aforesaid do hereby certify that on this date the foregoing instrument was produced before me and was signed, subscribed, sworn, acknowledged, and delivered by Patrick L. Thompson, to be his lawful act and deed for the purposes there stated.

WITNESS my hand this 29th day of May 2015.
My Commission expires: 6-10-2018.


Notary Public, State at Large

State of Kentucky
County of Nelson

I, Debra Benson, a Notary Public, in and for the state and county aforesaid do hereby certify that on this date the foregoing instrument was produced before me and was signed, subscribed, sworn, acknowledged, and delivered by Marlene L. Thompson, to be her lawful act and deed for the purposes there stated.

WITNESS my hand this 29th day of May 2015.
My Commission expires: 6-10-2018.

Debra Benson
Notary Public, State at Large

State of Kentucky
County of Hardin

I, Phillip B. Shors a Notary Public, in and for the state and county aforesaid do hereby certify that on this date the foregoing instrument was produced before me and was signed, subscribed, sworn, acknowledged, and delivered by Philip Kohn, to be his lawful act and deed for the purposes there stated.

WITNESS my hand this 9 day of June 2015.
My Commission expires: 7-21-2016.

Phillip B. Shors
Notary Public, State at Large

State of Kentucky
County of Hardin

I, Marlene L. Thompson a Notary Public, in and for the state and county aforesaid do hereby certify that on this date the foregoing instrument was produced before me and was signed, subscribed, sworn, acknowledged, and delivered by Lori Kohn, to be her lawful act and deed for the purposes there stated.

WITNESS my hand this 9 day of June 2015.
My Commission expires: 3-21-2016.

Marlene L. Thompson
Notary Public, State at Large

The foregoing instrument was prepared by John S. Kelley, Jr., Attorney at Law, 3208 Kings Court, Bardstow, KY 40004.

John S. Kelley Jr

